

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Assumption of SHIP Mortgage held by Seminole County from Joan King by Penelope Myers

DEPARTMENT: Community Services

DIVISION: Community Assistance

AUTHORIZED BY: David Medley

CONTACT: Josie Delgado

EXT: 2381

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Assumption of Mortgage Agreement with Penelope Myers for the SHIP Affordable Housing mortgage originally made by Joan King encumbering the real property located at 2839 Gale Place, Sanford, Florida 32771.

District 5 Brenda Carey

Shirley Davis-Boyce

BACKGROUND:

On March 11, 1999, Joan B. King, a single woman, applied and was approved for SHIP/HOME Down Payment Assistance. A Second Mortgage Note in the amount of Ten Thousand Dollars (\$10,000.00) was established for the property located at 2839 Gale Place, Sanford, Florida 32773.

Joan B. King died on October 11, 2003, approximately four (4) years into the original ten (10) year affordability period. Seminole County became aware that the Probate court decree devised the property located at 2839 Gale Place, Sanford, Florida 32773 to her daughters, Pamela Waldron, Penelope K. Myers, and Patricia Tumminello-Murphy. Pamela Waldron and Patricia Tumminello-Murphy later quit-claim deed their share of the real property to Penelope K. Myers. Ms. Myers has continuously resided on the property and considers it her primary residence.

Ms. Myers has applied and been approved and certified under the SHIP income eligible guidelines. Ms. Penelope B. Myers has agreed to assume all responsibilities as the homeowner, including but not limited to the payment of all applicable property taxes, monthly first mortgage payments, adequate hazard insurance, and any other stipulation of the original second mortgage agreement dated March 11, 1999.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the attached Assumption of Mortgage Agreement in consideration of Penelope B. Myers' income qualification regarding the existing SHIP mortgage held by Seminole County in reference to real property located at 2839 Gale Place, Sanford, Florida 32773.

ATTACHMENTS:

1. Original SHIP Mtge Note & Deed
2. Death Certificate
3. Letter of Adm
4. Order Det Homestead Status
5. Quit-claim Deed - Patricia Tumminello-Murphy
6. Quit-claim Deed- Pamela Waldron
7. SHIP Eligibility Approval
8. Assumption of Mortgage - Penelope K. Myers

Additionally Reviewed By:☐ County Attorney Review (Arnold Schneider)

45
6

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the
11 day of MARCH 1999 by and between Joan King, a single
person, hereinafter referred to the "Mortgagor" and Seminole County, a political
subdivision of the State of Florida, whose address is 1101 East First Street, Sanford,
Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee"
include all parties to this instrument, the heirs, legal representatives
and assigns of individuals and the successors and assigns of
corporations; and the term "note" include in all the notes herein
described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in
consideration of the aggregate sum named in the Second Mortgage Note of even date
herewith (\$10,000.00), hereinafter described, the Mortgagor hereby grants, bargains,
sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of
which the Mortgagor is now seized and in possession situated in Seminole County,
Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments
and appurtenances thereto belonging, and the rents, issues and profits thereof, unto
the Mortgagee, in fee simple.


AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly
seized of said land in fee simple; that the Mortgagor has good right and lawful authority
to convey said land as aforesaid; that the Mortgagor will make such further assurances
to perfect the fee simple title to said land in the Mortgagee as may reasonably be
required; that the Mortgagor hereby full warrants the title to said land and will defend
the same against the lawful claims of all persons whomsoever; and that said land is free
land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY
AND IS EXEMPT FROM PAYMENT OF INTANGIBLE
PERSONAL PROPERTY TAX AND DOCUMENTARY
STAMP EXCISE TAX ON DOCUMENTS PURSUANT
TO SECTIONS 420.513(1) AND 199.185(1)(d),
FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON SELF
4590 S. HWY 17-92
CASSELBERRY, FL 32707

1 of 5


HARRY G. REID, III
ATTORNEY AND COUNSELOR AT LAW
1120 W. FIRST STREET, SUITE B
SANFORD, FL 32771

7/29/97
notemtg.doc

OFFICIAL RECORDS
BOOK PAGE
3610 0537
SEMINOLE COUNTY, FL

MARYANNE MORSE
CLERK OF CIRCUIT COURT
345712

SEMINOLE COUNTY, FL
RECORDED & VERIFIED
99 MAR 15 PM 1:05

ANY DEFAULT in any mortgage note, or lien of record, including but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

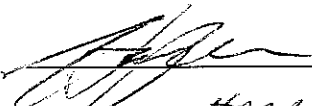
Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

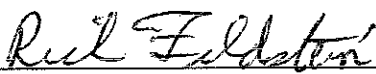
Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of **Ten Thousand dollars and 00/100(\$10,000.00)** to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

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BOOK PAGE
3610 0539
SEMINOLE CO. FL


Print Name: Harry A. Reed

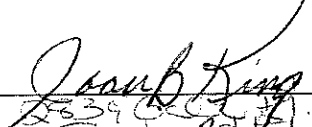


Rick Feldstein

Print Name:

Print Name:

Print Name:


Print Name: Joan King

Print Name:

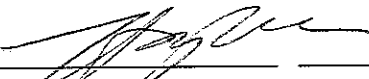
Print Name:


Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 11 day of MARCH, 1999
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared JOHN KING
and _____, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced FL. DRIVER'S LICENSE as identification and who did/
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.


Name: HARRY G REID III
Notary Public
Serial Number
Commission Expires: 4/20/2002

 Harry G Reid III
My Commission CC721985
Expires April 20, 2002

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3610 0540
SEMINOLE CO. FL

EXHIBIT "A"

Lot 22, Block F, WOODMERE PARK 2ND REPLAT, according to the plat thereof as recorded in Plat Book 13, page 73, Public Records of Seminole County, Florida.

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SEMINOLE CO. FL

Seminole County Homeownership Assistance Program

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: \$10,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of **Ten Thousand Dollars and 00/100 (\$10,000.00)**. The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

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SEMINOLE CO. FL

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON SELF
4590 S. US HWY 1
CASSELBERRY, FL 32707

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name:

HARRY G. REID III

Print Name:

Rich Feldstein

Print Name:

Rich Feldstein

Print Name:

Rich Feldstein

Print Name: Joan King

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 11 day of MARCH, 1997, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JOAN KING and _____, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced FL. DRIVERS LICENSE as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name:

Notary Public

Serial Number

Commission Expires: 4/20/2002



Harry G Reid III

My Commission CC721985

Expires April 20, 2002

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SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Joan King

Property Address: 2839 Gale Place, Sanford, FL 32773

This Agreement is entered into this 15th day of February, 1999 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and Joan A. King, a single person, (hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$10,000.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

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SEMINOLE CO. FL

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing ☐ Applicable ☐ Not Applicable (one unit)
- b) Environmental review ☐ Applicable ☐ Not Applicable
- c) Displacement, relocation and acquisition
 - ☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
 - ☐ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.
- d) Lead paint
 - ☐ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)
 - ☐ Not Applicable (Unit built during or after 1978.)
- e) Conflict of Interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood insurance
- h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

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3610 0546
SEMINOLE CO. FL

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten 10 years.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:

Mary Montanis

WITNESSES AS TO HOMEBUYER(S):

Joan B. King

Gary E. Kaiser
County Manager

Date: 3/4/99

HOMEBUYER

Joan B. King
2039 Gallop Pl.
Seaside FL 32133

Date: 02.15.99

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SEMINOLE CO. FL
0547

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NOTARY AS TO HOMEBUYER(S):

SEMINOLE COUNTY, FLORIDA

STATE OF FLORIDA)

COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 15th day of Feb, 1999,

by Joan B King, who is personally known to me or who has produced Drivers Lic as identification.

Melissa M. Witherite

Print Name Melissa M. Witherite



Melissa M Witherite
My Commission CC654762
Expires March 23, 1999

Notary Public in and for the County and State Aforementioned.

My commission expires: MAR 23rd 1999

Document Prepared By
and Return To:
(AFTER RECORDING)

S.H.I.P. Home Ownership Assistance Program
c/o The Greater Seminole County
Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707

STATE OF FLORIDA

OFFICE of VITAL STATISTICS

CERTIFIED COPY

CERTIFICATE OF DEATH
FLORIDA

LOCAL FILE NO.

1. DECEDENT'S NAME FIRST: Joan MIDDLE: B. LAST: King			2. SEX Female	
3. DATE OF DEATH (Month, Day, Year) October 11, 2003		4. SOCIAL SECURITY NUMBER 025-26-2879		5a. AGE-Last Birthday (years) 69
6. DATE OF BIRTH (Month, Day, Year) April 14, 1934		7. BIRTHPLACE (City and State or Foreign Country) Malden, Massachusetts		5b. UNDER 1 YEAR Months: _____ Days: _____
9a. PLACE OF DEATH (Check only one: see instructions on other side) <input checked="" type="checkbox"/> HOSPITAL <input type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA <input type="checkbox"/> OTHER: _____ Nursing Home _____ Residence _____ Other (Specify) _____		8. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Yes or No) NO		5c. UNDER 1 Day Hours: _____ Minutes: _____
9c. FACILITY NAME (If not institution, give street and number) Central Florida Regional Hospital		9d. CITY, TOWN, OR LOCATION OF DEATH Sanford		9e. COUNTY OF DEATH Seminole
10a. DECEDENT'S USUAL OCCUPATION Minister		10b. KIND OF BUSINESS/INDUSTRY Religion		11. MARITAL STATUS - Married, Never Married, Widowed, Divorced (Specify) Divorced
13a. RESIDENCE - STATE Florida		13b. COUNTY Seminole		12. SURVIVING SPOUSE (If wife, give maiden name) 2839 Gale Place
13c. CITY, TOWN, OR LOCATION Sanford		13d. STREET AND NUMBER 2839 Gale Place		
13e. INSIDE CITY LIMITS? (Yes or No) Yes		13f. ZIP CODE 32773		14. WAS DECEDENT OF HISPANIC OR HAITIAN ORIGIN? (Specify No or Yes - If yes, specify Haitian, Cuban, Mexican, Puerto Rican, etc.) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Specify: _____
15. RACE - American Indian, Black, White, etc. Specify: White		16. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-12) _____ College (1-4 or 5+) 4		
17. FATHER'S NAME (First, Middle, Last) John Browne		18. MOTHER'S NAME (First, Middle, Maiden Surname) Margaret Taylor		
19a. INFORMANT'S NAME (Type/Print) Penelope K. Myers		19b. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code) 2618 South Laurel Avenue Sanford, Florida 32773		
20a. METHOD OF DISPOSITION <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Removal from State ____ Donation _____ Other (Specify) _____		20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) Oaklawn Park Cemetery		20c. LOCATION - City or Town, State Lake Mary, Florida
21a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH <i>[Signature]</i>		21b. LICENSE NUMBER (of Licensee) 4221		21c. NAME AND ADDRESS OF FACILITY Baldwin-Fairchild Funeral Home 32771 5000 Co. Rd. 46A Sanford, Florida
22a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) as stated. (Signature and Title) <i>[Signature]</i>		23a. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) and manner as stated. (Signature and Title) _____		
22b. DATE SIGNED (Mo., Day, Yr) 10/14/03		22c. HOUR OF DEATH ~ 8:30 AM		23b. DATE SIGNED (Mo., Day, Yr) _____
22d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print) _____		23c. HOUR OF DEATH _____		23d. MEDICAL EXAMINER'S CASE # _____
24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, MEDICAL EXAMINER) (Type or Print) Dr. Clarence Scott MD 1621 West First Street Sanford, Florida 32771				
25a. SUBREGISTRAR - SIGNATURE AND DATE <i>[Signature]</i> 10/15/03		25b. LOCAL REGISTRAR - SIGNATURE <i>[Signature]</i>		25c. DATE REGISTERED October 17, 2003

DOH-SEMINOLE CND LOCAL REGISTRAR

3/29/2005

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.
THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH A WATERMARK OF THE GREAT SEAL OF THE STATE OF FLORIDA ON THE FRONT, AND THE BACK CONTAINS SPECIAL LINES WITH TEXT AND SEALS IN THERMOCHROMIC INK.

WARNING:

DOH FORM 1946 (02-04)

FLORIDA DEPARTMENT OF
HEALTH

B1287390

CERTIFICATION OF VITAL RECORD



* 1 3 2 7 3 9 0 *

IN THE CIRCUIT COURT FOR
SEMINOLE COUNTY, FLORIDA

IN RE: ESTATE OF

PROBATE DIVISION

JOAN B. KING,

File Number 2005CP0322

Deceased.

Division _____

LETTERS OF ADMINISTRATION
(Single Personal Representative)

TO ALL WHOM IT MAY CONCERN

WHEREAS, JOAN B. KING, a resident of Seminole County, Florida, died on October 11, 2003, owning assets in the State of Florida, and

WHEREAS, PENELOPE K. MYERS has been appointed personal representative of the estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned circuit judge, declare PENELOPE K. MYERS duly qualified under the laws of the State of Florida to act as personal representative of the estate of JOAN B. KING, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

ORDERED on the 23rd day of February, 2005.

STATE OF FLORIDA
SEMINOLE COUNTY

I, THE UNDERSIGNED Clerk of the Circuit Court, Seminole County, Florida DO HEREBY CERTIFY the within and foregoing is a true and correct copy of the original as it appears on record and file in the office of the Clerk of Circuit Court, Probate Div. of Seminole County Florida.

I further CERTIFY that the same is a true and correct copy of said Court's order appointing PENELOPE K. MYERS as personal representative.

WITNESS my hand and seal of office at Sanford, Florida.

This the 23rd day of February, A.D. 2005

MARTIN L. MORSE

Clerk of Circuit Court

in and for Seminole County, Florida

By [Signature]
Deputy Clerk

[Signature]
Circuit Judge



Book 5814 Page 178

IN THE CIRCUIT COURT FOR
SEMINOLE COUNTY, FLORIDA

IN RE: ESTATE OF

PROBATE DIVISION

JOAN B. KING,

File Number 2005-CP-0322

Deceased.

Division _____

**ORDER DETERMINING HOMESTEAD
STATUS OF REAL PROPERTY**

On the petition of PENELOPE K. MYERS, as Personal Representative of the Estate of Joan B. King, deceased, for an order determining the status of the decedent's homestead, the Court finds:

FINDINGS OF FACT

1. All interested persons have been served proper notice of this proceeding, or have waived notice thereof, or have consented in advance to the Court's determination.
2. The decedent died on October 11, 2003.
3. At the time of death, the decedent owned and resided on property which property meets the size and contiguity requirements stated in Article X, Section 4 of the Florida Constitution.

The property is legally described as:

Lot 22, Block F, Woodmere Park, 2nd Replat, according to the plat thereof as recorded in Plat Book 13, Page 73, of the Public Records of Seminole County, Florida

Street Address: 2839 Gale Place, Sanford, Florida 32773

Parcel Number: 06-20-31-505-0F00-0220

(Referred to subsequently in this order as "the Property")

4. The decedent was not survived by a minor child.
5. The decedent was not survived by a spouse.

6. The decedent was survived by the following persons who are heirs at law as defined in F.S.732.102 - 732.108:

<u>Name & Address</u>	<u>Relationship</u>	<u>Age/Minor's Birth Date</u>
Pamella Waldron 611 Virginia Drive Lake Helen, Florida 32744	Daughter	Over 18
Penelope K. Myers 2839 Gale Place Sanford, Florida 32773	Daughter	Over 18
Patricia Tumminello-Murphy 805 S. Washington Street Evans City, Pennsylvania 16033	Daughter	Over 18

7. The decedent died intestate.

CONCLUSIONS OF LAW

Based upon the foregoing, in applying the law to the facts, the Court concludes:

1. The Property constituted the homestead of the decedent.
2. The Property was not subject to devise and descended as provided in F.S. 732.401 as follows:
PAMELLA WALDRON, PENELOPE K. MYERS, PATRICIA TUMMINELLO-MURPHY, in equal shares.

3. The decedent's exemption from creditor's claims has inured under Article X, Section 4(b) of the Florida Constitution to persons who are the surviving spouse or heirs of the decedent and the Property is not subject to the claims of creditors of this estate and the personal representative is not entitled to possession of the Property.

IT IS HEREBY ORDERED AND ADJUDGED that the Property as described above was the decedent's homestead, that title to the Property passed, and the creditor's rights as to such Property are, as provided above under CONCLUSIONS OF LAW.

DONE AND ORDERED this 14 day of July, 2003,
in Chambers at Sanford, Seminole County, Florida.

/s/ ALAN A. DICKEY
Circuit Judge

No. 0647
 MARYC... CLERK OF CIRCUIT COURT
 SEMINOLE COUNTY
 BK 05903 PG 1735
 CLERK'S # 2005158526
 RECORDED 09/15/2005 09:21:00 AM
 DEED DOC TAX 119.00
 RECORDING FEES 10.00
 RECORDED BY L McKinley

① This instrument prepared by:
 JAMES A. BARKS
 Attorney at Law
 1120 W. First Street, Suite B
 Sanford, FL 32771

Grantee SSAN: _____

Parcel Identification Number:
 06-20-31-505-0F00-0220

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 23rd day of August, 2005, by
 PATRICIA TUMMINELLO-MURPHY, First Party, to PENELOPE K. MYERS, whose address is
 2839 Gale Place, Sanford, Florida 32773, Second Party,

WITNESSETH, that the said first party, for and in consideration of the sum of \$10.00 in hand
 paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise,
 release and quit-claim unto the said second party forever, all the right, title, interest, claim, and
 demand which the same first party has in and to the following described lot, piece or parcel of land
 situate, lying and being in the County of Seminole, State of Florida, to-wit:

Lot 22, Block F, Woodmere Park 2nd Replat, according to the plat
 thereof as recorded in Plat Book 13, Page 73, Public Records of
 Seminole County, Florida

The above described property does not constitute the constitutional homestead of
 party of the first part, who resides at 805 S. Washington Street, Evans City, Pennsylvania 16033.

TO HAVE AND TO HOLD the same singular with all and singular the appurtenances
 thereunto belonging or in any wise appertaining, and all the estate, right, title, interest, lien, equity
 and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit
 and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents in this
 day and year first above written.

Signed, sealed and delivered
 in the presence of:

Deanne C. Robinson
 Print Name: Deanne C. Robinson

Patricia Tumminello-Murphy
 PATRICIA TUMMINELLO-MURPHY

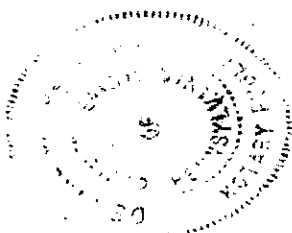
Charles H. Hordley
 Print Name: Charles H. Hordley

805 S. Washington ~~Drive~~ Street
 Evans City, Pennsylvania 16033

STATE OF PENNSYLVANIA

COUNTY OF Butler

The foregoing instrument was acknowledged before me this 23rd day of August, 2005, by PATRICIA TUMMINELLO-MURPHY, and that I relied upon the following form of
 identification of the above-named person: () Personally Known, OR (☒) Produced
PA Drivers License as identification



Deanne C. Robinson
 Notary Public

COMMONWEALTH OF PENNSYLVANIA
 Notarial Seal
 Deanne C. Robinson, Notary Public
 Economy Boro, Beaver County
 My Commission Expires Dec. 13, 2008
 Member, Pennsylvania Association Of Notaries

No. 0647
 MARYANN MYERS, Clerk of Circuit Court
 SEMINOLE COUNTY
 BK 05903 PG 1736
 CLERK'S # 2005158527
 RECORDED 09/15/2005 09:21:08 AM
 DEED DOC TAX 119.00
 RECORDING FEES 10.00
 RECORDED BY L McKinley

This instrument prepared by:
 (P) JAMES A. BARKS
 Attorney at Law
 1120 W. First Street, Suite B
 Sanford, FL 32771

Grantee SSAN: _____

Parcel Identification Number:
 06-20-31-505-0F00-0220

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 6 day of September, 2005, by PAMELLA WALDRON, First Party, to PENELOPE K. MYERS, whose address is: 2839 Gale Place, Sanford, Florida 32773, Second Party,

WITNESSETH, that the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the same first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Seminole, State of Florida, to-wit:

Lot 22, Block F, Woodmere Park 2nd Replat, according to the plat thereof as recorded in Plat Book 13, Page 73, Public Records of Seminole County, Florida

The above described property does not constitute the constitutional homestead of party of the first part, who resides at 611 Virginia Drive, Lake Helen, Florida 32744.

TO HAVE AND TO HOLD the same singular with all and singular the appurtenances thereunto belonging or in any wise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents in this day and year first above written.

Signed, sealed and delivered
 in the presence of:

[Signature]
 Print Name: J. Grammatikas

[Signature]
 PAMELLA WALDRON

[Signature]
 Print Name: THOMAS JONES

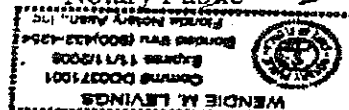
611 Virginia Drive
 Lake Helen, Florida 32744

STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 6 day of September, 2005, by PAMELLA WALDRON, and that I relied upon the following form of identification of the above-named person: (☒) Personally Known, OR () Produced _____ as identification

[Signature]
 Notary Public



COMMUNITY SERVICES DEPARTMENT

COMMUNITY ASSISTANCE DIVISION
COMMUNITY DEVELOPMENT OFFICE



April 8, 2008

Ms. Penelope K. Myers
2839 Gale Place
Sanford, Florida 32773

Re: Default Loan

Dear Ms. Myers:

Thank you for applying for the SHIP Program. Based upon SHIP income eligibility guidelines you have been approved.

A "Request for Satisfaction of Mortgage" will be submitted to the County Attorney's Office upon original agreement's maturity date. Please contact Ms. Josie Delgado at (407) 665-2381 if you need further assistance.

Sincerely,

Shelley McHaney
Program Manager

/jd

c Shirley Boyce, Division Manager
Robert Heenan, HUD/SHIP Administrator

This document was prepared by:
Arnold W. Schneider, Esq.
Assistant County Attorney
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

Please return it to:
Seminole County Community Services Department
524 W. Lake Mary Blvd.
Sanford, FL 32773

AGREEMENT FOR ASSUMPTION OF MORTGAGE

THIS AGREEMENT, entered into this 20th day of May, 2008, between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "MORTGAGEE", **PENELOPE K. MYERS**, a single woman, whose address is 2839 Gale Place, Sanford, Florida 32773, hereinafter called "ASSUMPTION MORTGAGOR".

WITNESSETH:

WHEREAS, Joan B. King, a single woman, now deceased (hereinafter referred to as "ORIGINAL MORTGAGOR") executed and delivered to MORTGAGEE that certain Seminole County Homeownership Assistance Program Second Mortgage Deed dated March 11, 1999, Second Mortgage Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) dated March 11, 1999 and that certain Seminole County HOME Program Homebuyer Program Assistance Agreement dated February 15, 1999, which instruments are recorded together in Official Records Book 3610, Pages 0537 through and including 0547 of the Public Records of Seminole County Florida (collectively referred to as the "Mortgage"); and

WHEREAS, the Mortgage and Note encumbered that certain parcel of real property located at 2839 Gale Place, Sanford, Florida, 32773, the legal description and parcel identification number for which are as follows:

LOT 22, BLOCK F, WOODMERE PARK 2ND REPLAT ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 73 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification NO. 06-20-31-505-0F00-0220

(the "Property"); and

WHEREAS, ASSUMPTION MORTGAGOR acquired fee simple title to the Property as a result of probate proceedings for the estate of ORIGINAL MORTGAGOR and subsequent conveyances from other heirs of ORIGINAL MORTGAGOR; and

WHEREAS, MORTGAGEE has determined that ASSUMPTION MORTGAGOR has met the income, residency and other requirements to permit her to assume the Mortgage and all of the terms, conditions and covenants therein; and

WHEREAS, the parties hereto are desirous of proceeding with said assumption of the Mortgage by formalizing the arrangement in this agreement (the "Agreement")

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and form a material part of this Agreement upon which the parties have relied.

Section 2. Agreement to Assume Mortgage and Note by ASSUMPTION MORTGAGOR. ASSUMPTION MORTGAGOR hereby assumes all rights, duties and

obligations and responsibilities for performance of the Mortgage commencing upon the date of this Agreement, including the following:

(a) Timely making all payments of principal and interest when due as well as penalties, if any;

(b) Make all payments when due for insurance, taxes and any other payments required by the Mortgage; and

(c) Faithful performance of all other covenants, terms and conditions of the Mortgage as though the ASSUMPTION MORTGAGOR was the ORIGINAL MORTGAGOR, including particularly maintaining the Property as her primary residence and legal homestead until at least the tenth (10th) anniversary date of the Mortgage, i.e., March 11, 2009.

Section 3. Warranties and Representations of MORTGAGEE.

(a) The principal amount due under the Mortgage and Note was at the time of origination and does now remain at TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00).

(b) MORTGAGEE has not heretofore transferred, assigned or otherwise conveyed its interests under the Mortgage and has done all things necessary as conditions precedent to the assignment of said instruments.

(c) MORTGAGEE hereby agrees and consents to the assumption of the Mortgage by ASSUMPTION MORTGAGOR.

(d) MORTGAGEE shall henceforth look solely to ASSUMPTION MORTGAGOR for performance and required payments under the Mortgage.

(e) MORTGAGEE hereby reaffirms that the covenants relative to deferred payment and forgiveness of the amounts due under the Mortgage and Note and adherence to the affordability period requirements provided

or therein shall continue in full force and effect with respect to ASSUMPTION MORTGAGOR.

Section 4. Warranties and Representations of ASSUMPTION MORTGAGOR.

(a) There is not now any default under the Mortgage.

(b) ASSUMPTION MORTGAGOR reaffirms the completeness, truth and accuracy of all information heretofore provided to MORTGAGEE in connection with the subject matter of this Agreement.

(c) To the best of ASSUMPTION MORTGAGOR'S knowledge, there is not now threatened or pending any action or litigation affecting title to the Property, ASSUMPTION MORTGAGOR'S possession of same, the legality, priority of lien or enforceability of the Mortgage or any part thereof, and that she has read the Mortgage documents and understands the terms, conditions and covenants therein.

Section 5. Other General Covenants.

(a) ASSUMPTION MORTGAGOR shall have no right to assign the Mortgage to any other party in the absence of the express, written consent of MORTGAGEE, anything else in said instruments or in the Agreement to the contrary notwithstanding.

(b) This Agreement shall only be amended by a written instrument between the parties hereto and executed with the same formalities as this instrument and recorded in the Official Land Records of Seminole County, Florida.

(c) This instrument constitutes the entire Agreement between the parties and supersedes all previous discussions, understandings and

agreements between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed:


Shelley McHaney
Witness
Shelley McHaney
Print Name

Penelope K. Myers
PENELOPE K. MYERS

[Signature]
Witness
[Signature]
Print Name

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 20 day of May, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared PENELOPE K. MYERS, ☐ who is personally known to me or ☒ who has produced ID in file, as identification.

[NOTARY  Notary Public State of Florida
Michelle L Laverde
My Commission DD504545
Expires 01/08/2010

Michelle L. Laverde
Notary Public

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SIGNATURES CONTINUED ON FOLLOWING PAGE

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.
For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

By: _____
BRENDA CAREY, Chairman

Date: _____
As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney